

MACOMB INTERCEPTOR DRAIN
INTRA-COUNTY DRAINAGE BOARD
AUGUST 10, 2020
10:30 A.M.
AGENDA

NOTE: THIS MEETING WILL BE HELD BY TELECONFERENCE

Call in Number: 1-408-418-9388
Access Code: 129 206 6430

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for August 10, 2020	
3. Approval of Minutes for July 13, 2020	3
4. Public Participation	
5. Project Updates – Stephen Downing/Vince Astorino	
6. Award of Proposal for Construction Contract Administration - Segment 5 - Stephen Downing	6
<p>Motion: To approve the Segment 5 Construction Contract Administration proposal from FK Engineering at a not to exceed cost of \$2,528,703 (MIDD costs \$2,439,156), authorize a change order to the FKE design contract for this work, and authorize an amendment to the OMID cost sharing agreement allocating a not to exceed cost of \$89,547 for the OMID reach of the interceptor.</p>	
7. Owner Controlled Insurance Program (OCIP) Premiums - Stephen Downing	17
<p>Motion: To authorize the Board Chair to bind the Builder's Risk, Contractor's Pollution Liability, and Owner's Protective Professional Liability insurance for the Segment 5 and Segment 6 projects through Meadowbrook Insurance Agency (MIA) for an amount not to exceed \$338,140 and the General Liability and Excess Liability insurance coverage for Segment 5 through MIA for an amount not to exceed \$551,759.</p>	
8. Consideration for approval of invoices (see attached)	60
9. Financial Report – Bruce Manning	61
10. Adjourn	

An adjourned meeting of the Intra-County Drainage Board for the **MACOMB INTERCEPTOR DRAIN** was held via telephone conference per the State of Michigan Executive Order due to the COVID-19 pandemic, on July 13, 2020, at 11:05 A.M.

PRESENT: Candice S. Miller, Chair
Robert Mijac, Member
Bryan Santo, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Stephen Downing, Construction & Maintenance Manager, Bruce Manning, Financial Manager, Tom Stockel, Construction Engineer, Jeff Bednar P.E., Environmental Resources Manager, Vince Astorino, Operations & Flow Manager, Kellie Kource, Drain Account Specialist, Macomb County Public Works

The meeting was called to order by the Chair, Candice Miller. A motion was made by Mr. Mijac, supported by Mr. Santo to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of June 8, 2020 were presented. A motion was made by Mr. Mijac, supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Astorino updated the board that the grouting is continuing along Lakeshore and we are getting ready to move them to Garfield Road to target that area before construction starts on Segment 5. We are in design on Section 6 and will be meeting with EGLE in late July.

Mr. Downing updated the board that the drop shaft rehab will begin on July 20, 2020. The Segment 5 rehab anticipated start date will be in September.

A motion was made by Mr. Santo, supported by Mr. Mijac to receive and file the project updates by Mr. Astorino and Mr. Downing.

Adopted: YEAS: 3
NAYS: 0

Ms. Miller updated the board that the property the MIDD owns on the northwest corner of M-59 and Garfield has a proposed purchase agreement. The proposed sale price is \$2.75 million with a 5% broker fee.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve the proposed purchase agreement for the sale of 45345 Garfield Road property and authorize the Macomb County Public Works Office to execute the agreement on behalf of the MIDD.

Adopted: YEAS: 3
NAYS: 0

Mr. Downing updated the board that as part of the Segment 5 project, there was a bid alternate which will take care of the rehab for the upper reach of the OMID PCI-7 interceptor which extends from the confluence of the MIDD/OMID pipe at the ITC corridor to control structure 4. This will be a direct cost to the OMIDD.

A motion was made by Mr. Mijac, supported by Mr. Santo to authorize the MIDD Board Chair, Commissioner Miller, to sign the intergovernmental agreement with the Oakland-Macomb Interceptor Drain District (OMIDD) to allocate the \$562,500 cost to OMID for the rehabilitation of the OMID reach of the PCI-7 interceptor.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$6,052,039.40 to the board for review and approval.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Mijac, supported by Mr. Santo, that the meeting of the Macomb Interceptor Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 11:26 a.m.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taking by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on July 13, 2020 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

DATED: 7/13/20



Candice S. Miller

Public Works Commissioner
Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

CC: FILE

From: Stephen Downing, Construction & Maintenance Manager

Date: August 6, 2020

Subject: Romeo Arm Segment 5 Rehabilitation CCA Services Change Order

The MIDDD engaged with FK Engineering in October 2019 to provide engineering design services for the rehabilitation of Romeo Arm Segment 5. In June 2020, the MIDDD Board approved to accept Oscar Renda's bid and enter an agreement for the construction component of the rehabilitation of Romeo Arm Segment 5. FK Engineering and their subconsultants, AEW and ASI, will provide the Construction Contract Administration (CCA) services for this project. FK Engineering provided a detailed proposal which is attached for reference. In addition to the proposal FK Engineering provides a detailed cost spreadsheet and fee schedule which are both attached for reference.

The FK Engineering proposal assumes a project duration of 24 months based on the design and past similar projects of this size and scope. The CCA services are provided on a time and material basis for a not to exceed cost \$2,439,156. The MIDDD budgeted \$2,500,000 for the CCA services component of the project, the proposed change order is within the budgeted amount.

In addition to providing CCA service for the Segment 5 portion of the project, FK Engineering will provide the same service for the rehabilitation of OMID's PCI-7. The CCA services will be provided for the not to exceed amount of \$89,547. The CCA cost for PCI-7 rehabilitation is a direct cost to OMID via an amendment to the existing intergovernmental agreement for the construction costs.

The recommendation is that the Macomb Interceptor Drain Drainage District Board approve the Change Order for FK Engineering to provide Construction Contract Administration services for the rehabilitation of Romeo Arm Segment 5 for the not to exceed amount of \$2,528,703.

The recommendation is that the Macomb Interceptor Drain Drainage District Board amend the intergovernmental agreement with the Oakland-Macomb Interceptor Drain (OMID) to allocate the cost of CCA Services to rehab the OMID reach of interceptor for the not to exceed amount of \$89,547. The total net MIDDD cost is \$2,439,156.

Attachments: FK Engineering CCA Proposal

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FK Engineering Associates

Excellence in Infrastructure and Underground Engineering



30425 Stephenson Hwy
Madison Heights, MI 48071

Mr. Stephen Downing
Construction & Maintenance Manager
Macomb County Public Works Office
21777 Dunham Road
Clinton Township, MI 48036

August 5, 2020
FKE Project No. 19-134

RE: Construction Contract Administration Proposal
Romeo Arm Lining – Segment 5
Project Number WWS-2020-007
Macomb County, Michigan

Dear Mr. Downing

This proposal provides our scope of services and associated professional fees to perform the Construction Contract Administration (CCA) for Romeo Arm Lining – Segment 5. Segment 5 of the Romeo Arm Interceptor is the reach along 15 Mile Road from the Edison Corridor to Fontana Drive in the cities of Sterling Heights and Fraser.

As part of Task 2 of the Romeo Arm Lining – Segment 5 Request for Proposal (RFP), the Macomb Interceptor Drain Drainage District (MIDDD) is requesting a proposal from FK Engineering Associates (FKE) to perform CCA services for the rehabilitation work. Our proposed scope of services is documented in the following sections.

BACKGROUND

The Romeo Arm was built in the early 1970's and is currently owned and operated by the MIDDD. This sanitary sewer serves most of Macomb County and generally consists of a 132-inch inside diameter unreinforced concrete tunnel constructed in the 1970s and a 96-inch inside diameter reinforced concrete tunnel constructed in the 1980s. Numerous rehabilitation projects have occurred on this sewer and the surrounding areas. The proposed Segment 5 rehabilitation will consist of slip-lining and spray lining approximately 8,000 feet of sewer and construction of a new flow control structure (CS-12), among other items.

On April 21, 2020, the FKE team submitted Issued for Bid Drawings and Specifications for MIDDD Project No. WWS-2020-007 for Contractor bidding purposes through the Michigan Inter-Government Trade Network (MITN.)

In June 2020 three bids were received for this work and the low bidder was Oscar Renda Contracting (Southland Holdings) at \$26,980,000. The FKE team reviewed the submitted bids and made a Tentative Award Recommendations to MIDDD on June 3, 2020.

Expected construction duration is 24 months, starting September 2020 and ending September 2022.

SCOPE OF SERVICES

In conformance with our proposal and the executed design contract with MIDDD and FKE, we propose the following scope of services for this project. We have separated the CCA tasks into Task 2A – Romeo Arm Rehabilitation and Task 2B – PCI-7 Rehabilitation, as the latter task will require further coordination with the Oakland Macomb Interceptor Drain Drainage District (MIDDD).

Task 2A – Romeo Arm Rehabilitation

The following general Task 2A services are expected for the CCA work.

Pre-Construction Meeting

Our team will schedule and conduct a pre-construction meeting with the Owner and Contractor prior to initiating construction. The meeting will be held to verify contractor scheduling and sequencing of the work as well as coordination with impacted utility authorities, if necessary. The pre-construction meeting also serves as an opportunity to identify critical components such as staging, bypass pumping, flow control, maintaining traffic during construction, etc. We will prepare minutes of the meeting for the project record and start tracking specific Action Items that result from this meeting.

Document Control System

Our team will review and recommend a CCA document control system (i.e., Procore, Bluebeam, etc.) and make a recommendation to the MIDDD. Once a system is selected, we will implement the system and maintain project records accordingly including Contract documents, RFIs, Submittals, Daily Inspection Reports, progress photographs and videos, survey information, As-Built drawings, pay applications, etc. This system will remain in operation through the contract schedule.

Aerial Survey/Documentation

Our team will perform pre-construction, progress, and post-construction flight(s) of project area(s). Footage from these flights may be used to supplement traditional pre-construction video records, document progress, and support documentation of restoration to pre-existing conditions.

Submittals

We will log submittals received and coordinate with our subconsultants to ensure each is assigned to appropriate personnel related to their expertise/design work. We will keep a log of submittals, including date(s) received, returned, and approved. This will be a single document that may be readily accessed to check status once received.

Requests for Information (RFIs)

Similar to submittals, we will log RFIs received and coordinate to ensure each is assigned to appropriate personnel related to their expertise/design work. We will keep a log of RFIs, including date(s) received and responded to. This will be a single document that may be readily accessed to check status, once received.

Contractor's Pay Applications

We will review Contractor's Pay Applications with field records to verify quantities reported and unit rates applied. We will make a formal recommendation to MIDD on the acceptability of submitted Pay Applications and work to resolve discrepancies, as necessary.

Construction Progress Meetings

Progress meetings will be conducted on a regular basis (approximately every two weeks) to review ongoing work and schedules and to resolve construction related issues. Our team will prepare an agenda and coordinate with the Owner, Contractor and affected local jurisdictions, if deemed necessary. Minutes will be prepared for each Progress Meeting with decisions, agreements, and/or actions to be taken highlighted. We will maintain an Action Item list as a working document.

Construction Staking

We will use state-of-the-art methods and equipment, including conventional survey methods, drones, and experienced personnel, to assist with phase layout and staking for the construction project.

Project Management and Senior Advisors

Our designated Project Manager and experienced Senior Advisors will participate in project meetings and make routine visits to the site during construction to stay informed on active project activities. This engagement allows our team to be readily involved and proactive should construction issues develop.

Construction Observation & Reporting

Our construction observation staff will be generally comprised of a Resident Project Representative (RPR) who will be supported by one or more Construction Observers depending on the activities occurring.

Our RPR will be an experienced engineer who was involved throughout design and has a sound understanding of the various critical aspects of the project. This individual will serve as the conduit between MIDDD, the contractor, and field staff and he will monitor overall progress, assign tasks (i.e., submittal reviews, RFI responses, etc.), review Inspection Daily Reports (IDRs), prepare letters, review geotechnical instrumentation reports, etc.

The Construction Observer will provide quality control, confirm substantial conformance with the plans and specifications, and keep the RPR and related project staff updated on progress. Daily work effort and construction quantities will be recorded in an IDR utilizing a documentation software.

As construction approaches completion, the Construction Observer will prepare and maintain a substantial completion punch list to document incomplete and unacceptable items of work. Routine updates of this list will be provided to the Contractor and Our Project Manager. This proactive approach ensures the Contractor is aware of known issues and has an opportunity to resolve prior to the Final Inspection.

We have assumed the RPR at 32 hours per week for the full construction duration (2 years), which amounts to 3,328 hours. We have assumed two full-time equivalent (FTE) Construction Observers for the full construction duration, which amounts to 8,320 hours.

Geotechnical Instrumentation

Per the Drawings and Specifications (Drawing C-12), we will install, maintain, and monitor geotechnical instrumentation throughout construction. Monitoring will include groundwater monitoring wells, inclinometers, tell-tales, and ground monitoring points (GMPs). During active construction in monitoring areas, we will prepare and issue regular monitoring reports to the project team. We will also make a final monitoring report at project close-out.

Construction Materials Testing

We will provide construction materials testing throughout construction in accordance with the project Plans and Specifications. Materials testing will include concrete cylinder molding and testing, backfill aggregate analysis (i.e., Modified Proctor, sieve, and hydrometers), compaction density testing using an E-gauge by Troxler, groundwater testing (total suspended solids, pH), or other testing that may be required.

Contract Modification

Our team will review claims for extension of time, claims for extra compensation and claims of change in condition and make recommendations to the MIDDD for acceptance or denial. As necessary, we will prepare formal contractual change documents in consultation with the

MIDDD. The documents may take the form of Field Orders, Contract Modifications and Change Orders. We will maintain a log of such change documents.

Record Drawings

Our team will prepare as-built record drawings upon completion of construction. We will provide electronic and hard copies of these drawings for MIDDD records.

Contract Close-out

Our team will conduct a final inspection to review elements of work for conformance with the plans and specifications as well as generally accepted quality of work. This final inspection includes confined space entry. Our team will conduct a final site walk with the Contractor and MIDDD to verify Owner's acceptance of the project. We will prepare a balancing change order to correlate discrepancies between estimated (Plan) quantities and actual field quantities. We will coordinate with the Contractor to obtain consent of surety as well as sworn statement and waiver of Lien rights for labor, material, services, and equipment for which a Lien could be filed. Only then, and with MIDDD approval, will we prepare a final pay estimate that includes release of 100% of the retainage.

Database Updates

Upon completion of construction, our team will work with MIDDD to update their Nexgen database to reference the current condition of rehabilitated assets and incorporate new assets.

Warranty Inspection

Our team will conduct a final inspection to review elements of work for conformance with the plans and specifications as well as generally accepted quality of work. This final inspection includes confined space entry.

PROFESSIONAL FEES AND CONTRACT CONSIDERATIONS

The following summarizes our estimated fees cost-plus (maximum) per task as discussed herein:

Task 2A – Romeo Arm Rehabilitation	\$ 2,439,156
Task 2B – PCI-7 Rehabilitation	\$ 89,547
Total	\$ 2,528,703

This overall estimate is approximately 9.4% of the low bid construction amount of \$26,980,000.

Terms and conditions for performance of our services will be in accordance with the executed design contract with MIDD. These CCA services would be performed under our current MIDD Romeo Arm - Segment 5 Contract. Rates used are based on the attached FKE Fee and Rate Schedule (including subconsultants) and Equipment Usage Rate Schedule.

We appreciate this opportunity to provide this proposal, and we will be honored to provide service to Macomb County and the Office of The Public Works Commissioner. If you have any questions, please call.

Respectfully submitted,

FK Engineering Associates



Zachary Carr, P.E.
Project Manager

NJB/ZFC/FJK



Fritz J. Klingler, P.E.
President



MIDDD Segment 5 FKE CCA Fee and Rate Schedule

Fees for FKE services will be charged on an hourly basis according to the following schedule:

<u>Personnel Title</u>	<u>Hourly Rate</u>
Principal	\$199.00
Project Principal Engineer	\$159.00
Senior Project Engineer	\$134.00
Project Engineer	\$119.00
Senior Staff Engineer	\$99.00
Staff Engineer	\$86.00
Senior Technician	\$72.00
Field Technician	\$57.00
Administrative Assistant	\$57.00
Senior Engineering Intern	\$58.00
Engineering Intern/Tech 3	\$53.00
Engineering Intern/Tech 2	\$48.00
Engineering Intern/Tech 1	\$42.00

Field Technician over-time will be billed at 1.3 x the hourly rate.

Fees for other standard expenses will be charged on a unit rate basis as follows:

<u>Item</u>	<u>Rate</u>
Mileage	\$0.55 per mile
Company Truck Usage	\$90 per day/\$420 per week up to 50 miles/day included Additional mileage charged at standard rate
B&W Copies (over 50 sheets/day)	\$0.12 per sheet
Color Copies (over 15 sheets/day)	\$0.55 per sheet
Subcontractors	Cost plus 12%
Direct Expenses	Cost plus 10%
Other	Cost plus 12%
Per diem	Breakfast: \$8.00/day, Lunch: \$10.00/day, Dinner: \$20.00/day

Other Terms

- 1) Invoices are due upon receipt. Invoices greater than 15 days old will be assessed a late fee of 1.5% per month for each 1-30 day period beyond 15 days.
- 2) Hourly rates for testimony will be charged at 1.40 times the standard rates indicated above.



MIDDD Segment 5 AEW CCA Fee and Rate Schedule

Fees for AEW services will be charged on an hourly basis according to the following schedule:

<u>Personnel Title</u>	<u>Hourly Rate</u>
Principal Engineer/Surveyor/Architect	\$175.00
Project Manager	\$171.50
Senior Project Engineer	\$161.00
Project Engineer/Project Surveyor/Resident Project Representative	\$146.00
Operation and Maintenance Specialist	\$140.00
Graduate Engineer/Surveyor/Architect	\$120.50
Team Leader / Designer	\$120.50
Drafter/Technician	\$99.50
One-person Survey Crew (Crew Chief) w/ Truck and Equipment	\$171.50
Two-person Survey Crew (Crew Chief and Instrument Man w/ Truck and Equipment)	\$235.50
Two-person Survey Crew (Crew Chief and Instrument Man and Assistant w/ Truck and Equipment)	\$290.50
Three Person Sewer Crew	\$340.00
Four Person Sewer Crew	\$415.00
Construction Observer	\$99.50

Other Terms

- 1) These rates are inclusive of all overhead items that are normal business operations. No reimbursable for normal business operations will be allowed, i.e., mileage, faxes, phone bills, etc.
- 2) Hourly rates for testimony will be charged at 1.50 times the standard rates indicated above.



MIDDD Segment 5 ASI CCA Fee and Rate Schedule

Fees for ASI services will be charged on an hourly basis according to the following schedule:

<u>Personnel Title</u>	<u>Hourly Rate</u>
Principal Engineer	\$175.00
Senior Project Manager	\$141.00 to \$161.00
Project Manager	\$127.00
Project Engineer	\$96.00 to \$105.00
Staff Engineer	\$79.00 to \$96.00
CADD	\$103.00
Field Engineer	\$82.00
Technician	\$68.00 to \$93.00
Controller	\$127.00
Clerical	\$78.00



Candice S. Miller

Public Works Commissioner
Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

From: Stephen Downing, Construction & Maintenance Manager

Date: August 6, 2020

Subject: Owner Controlled Insurance Program (OCIP) Premium Recommendation

The Macomb Interceptor Drain Drainage District and 8 ½ Mile Relief Drain engaged with Meadowbrook Insurance Agency (MIA) in February 2020 to provide the services required to procure and manage an Owner Controlled Insurance Program (OCIP) for upcoming CIP projects. MIA has assisted the MCPWO Engineering staff with development of the OCIP specific contract documents for construction projects and have developed a comprehensive insurance program to obtain pricing from insurance carriers. In addition to setting coverage limits for the required coverages, MIA has developed a project specific profile of each project, collecting the required information to solicit premium costs from insurance carriers. To obtain the most competitive premiums, MIA worked extensively with both MCPWO staff Engineers and each of the project's respective lead engineering consultants.

The first of three projects included in this OCIP, MIDDD Segment 5 rehabilitation, is scheduled to start in September 2020. The other two projects, MIDDD Segment 6 Rehabilitation and 8 ½ Mile Relief Drain In-system Storage, are currently slated to start construction in May 2021. This presents a need to split procurement of the General Liability and Excess Liability coverages into separate programs due to the insurance carriers' inability to provide accurate premium cost prior to the prime contractor being selected for the work. The Builder's Risk, Contractor's Pollution Liability and Owner's Protective Professional Liability Indemnity coverages are independent of the prime contractor selected for the work; therefore, these coverages will remain bundled in a single program.

The benefit of procuring the Builder's Risk, Contractor's Pollution Liability and Owner's Protective Professional Liability Indemnity coverages now for the entire program is that the premiums are locked in for the duration of the 42-month program. The premiums for each of these three coverages are a one-time cost. If we wait to bid these coverages for the two projects starting in 2021, we risk the premiums increasing, which is expected in the current market.

MIA provided a proposal summarizing the insurance premiums for each of the coverages required to provide a comprehensive and protective OCIP. The MIA proposal is attached for reference. The deadline to bind coverage for the Segment 5 Rehabilitation is September 1, 2020. MIA will continue negotiating with insurance carriers until August 20th, 2020 to secure the least expensive premium costs. The final proposal will be submitted on August 20th, 2020 for review. The Owner will authorize MIA to bind coverage by August 25th, 2020 to meet the September 1st, 2020 deadline for effective coverage. The final premium costs will be equal to or less than what is presented in the attached proposal. The table below summarizes the current premium cost estimates for each project.

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Project		MIDDD Seg 5	MIDDD Seg 6	8 1/2 Mile
Coverage	Premium Estimates			
GL / Excess 25M	\$129,138	\$129,138		
5M x P	\$84,665	\$84,665		
10M x 5M	\$109,038	\$109,038		
10M x 15M	\$71,594	\$71,594		
Subtotal	\$394,434	\$394,434		
Option 25M x 25M	\$157,325	\$157,325		
Total Liability at 50 M Excess	\$551,759	\$551,759		
Cost Allocation / Project		45%	36%	19%
BR	\$228,234	\$102,705	\$82,164	\$43,364
CPL	\$57,254	\$25,764	\$20,611	\$10,878
OPPI	\$131,968	\$59,386	\$47,508	\$25,074
Allocated Subtotal		\$187,856	\$150,284	\$79,317
Total	\$417,456	\$338,140		\$79,317

The recommendation is that the Macomb Interceptor Drain Drainage District Board authorize the Board Chair to authorize Meadowbrook Insurance Agency to bind insurance coverage for Builder's Risk, Contractor's Pollution Liability and Owner's Protective Professional Liability Indemnity for Segment 5 and Segment 6 for the amount equal to or less than \$338,140.

The recommendation is that the Macomb Interceptor Drain Drainage District Board authorize the Board Chair to authorize Meadowbrook Insurance Agency to bind insurance coverage for General Liability and Excess Liability for Segment 5 Rehabilitation for the amount equal to or less than \$551,759.

Attachments: Meadowbrook Insurance Agency Proposal

Macomb County Public Works

Owner Controlled Insurance Program Proposal for Program #1:

MIDD Segment 5 Clean and Reline MIDD Segment 6 Clean and Rehabilitation 8.5 Mile Relief In-System Storage Projects

9/1/2020 to 3/1/2024

(draft 8/5/2020)

Macomb County Public Works

Table of Contents

Title	Page
Meadowbrook	1
> <i>Mission Statement</i>	
> <i>Services & Profile</i>	
> <i>Charity</i>	
> <i>Agency Service Team</i>	
Marketing Summary	8
Client Profile	9
> <i>Named Insured Schedule</i>	
> <i>Project Schedule</i>	
General Liability	10
Excess Liability \$5M x Primary	13
Excess Liability \$10M x \$5M	15
Excess Liability \$10M x \$15M	17
Excess Liability \$25M x \$25M	19
Builder's Risk	21
> <i>Chubb Recommendation</i>	
> <i>Builder's Risk Comparison</i>	
Contractors Pollution Liability	29
Owners Protective Professional Indemnity	31
Premium Summary / Payment Plan Schedule	34
Coverage Recommendations	36

Meadowbrook Insurance Agency

MISSION STATEMENT

Global, Innovative, Architect of Risk Management Solutions for our Clients

MANTRA

Urgency.....Integrity.....Solutions

MEADOWBROOK SERVICES

- Insurance Management and Brokerage Operations -

Meadowbrook insurance operations are made up of seven major areas:

- Program management – Account Servicing
- Insurance Agency Operations
- Reinsurance Intermediaries
- Captive Management
- Management of Insurance Companies
- Claims Management
- Loss Control

- Service Products -

Meadowbrook Agency offers an extensive array of services. Our service product capabilities include the following:

➤ Property/Casualty	➤ Captive Formation & Management
➤ Employee Benefits Counseling	➤ Reinsurance Brokerage
➤ Claims Management	➤ Off Shore Captives
➤ Sales & Marketing	➤ Feasibility Studies
➤ Loss Control	➤ Pool Management
➤ Education & Training	➤ Litigation Management
➤ Risk Management	➤ Rent A Captives
➤ Retail Brokerage	

MEADOWBROOK PROFILE

Meadowbrook was founded in 1955. Since that time, Meadowbrook:

- has grown to become Michigan's largest property casualty agency and ranked 20th nationally
- employs more than 801 associates nationwide in 19 offices nationwide
- is heralded as an innovative pioneer of alternative risk management techniques
- offers both traditional and alternative solutions to client's needs
- core business consists of commercial property, casualty, life, accident and health insurance
- clients range from small to large businesses
- is committed to finding the most cost-effective methods of handling client risks and management needs
- brings a wide range of experience and expertise to their work
- is able to create customized solutions for clients by combining traditional insurance products with progressive risk management alternatives
- Estate Planning

Meadowbrook is committed to servicing our client's needs.

Meadowbrook is proud to be affiliated with the following charitable organizations.



Macomb County Public Works

Meadowbrook Agency Service Team

GENERAL INFORMATION

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website: www.meadowbrook.com

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CLAIMS REPORTING

*All claims - except Workers Compensation**

It is our ongoing mission to provide effective, efficient solutions for your claims servicing needs. In keeping with the goal of offering world-class claims service and enhancing your experience, we've established two new, centralized claims reporting contacts.

Telephone:

(888) 965-3527

Email:

Agencyclaims@meadowbrook.com Workers Compensation claims will continue to be reported directly to your insurance company.

Macomb County Public Works

Marketing Summary

Due to permitting issues with EGLE (formerly the DEQ), the Chapaton Canal Upgrade Project has been removed from the OCIP. Accordingly, there will be two programs regarding General Liability and Excess Liability for the OCIP as follows:

General Liability / Excess Liability - two separate programs w/ separate limits - (excess limits options of \$25M and \$50M) (18-month policy term)

- **Program #1** – Effective Date September 1, 2020:
 - Romeo Arm Segment 5 Rehab
- **Program #2** – Effective Date - Projected April-May 2021:
 - 15 Mile Interceptor Segment 6 Rehab
 - 8 ½ Mile Relief In-system Storage

All Other Lines of Coverage (All Projects), 42-month term (36 months plus 6 months)

- **Program #1** – Effective Date September 1, 2020
 - Builder Risk
 - Contractors Pollution Liability
 - Owner’s Protective Professional Indemnity

Insurance Markets Approached:	
AWAC	Venture
Hartford	Westchester
AIG	Allianz
Berkley Assurance	Amtrust
Chubb	Arch
Cove	Aspen
C&F	AXA XL
Endurance	Axis
Everest	Capitol Specialty
Houston Casualty	Colony
Hudson	Cover X
Liberty Mutual	Great American
Markel	IAT
Navigators	Ironshore
Pioneer	SCOR Re
Starr	Scottsdale

Macomb County Public Works

9/1/2020 to 3/1/2024

Named Insureds

Macomb County Public Works

Schedule of Projects

Project Name	Location	Construction Value (Hard Costs)
Romeo Arm Segment 5 Rehab	12567 15 Mile Road, Sterling Heights, MI 48312	\$25,400,000
15 Mile Interceptor Segment 6 Rehab	15 Mile Road & Garfield Road, Clinton Township, MI 48035	\$15,000,000
8 ½ Mile Relief In-System Storage	Between 8 Mile & 9 Mile Road, West of Lake St. Clair Shores, MI	\$12,000,000

Macomb County Public Works

General Liability

9/1/2020 to 3/1/2022

Carrier: Everest Indemnity Insurance Company - (Best Rating A+ XV)

Projects Covered: Romeo Arm Segment 5 Rahab Only

Form: Occurrence Claims Made

Limits:

\$2,000,000		Each Occurrence
\$4,000,000		General Aggregate
\$4,000,000	<i>aggregate</i>	Products / Completed Operations
\$2,000,000	<i>any one person</i>	Personal Injury / Advertising Injury
\$100,000	<i>any one premises</i>	Damage to Premises Rented to You
\$5,000	<i>any one person</i>	Medical Payments

Defense Costs: Outside

Deductible: \$25,000

Exposure: \$25,400,000 Construction Value / Hard Cost

Additional Coverages:

Blanket Additional Insured	Owners, Lessees, Contractors, State or Governmental Agency, Subdivision or Political Subdivision	Standard
Total Pollution Exclusion with Hostile Fire Exception	Included	Enhanced
Waiver of Rights of Recovery	As required by written contract	Standard
Primary and Non-Contributory	Included	Standard
Professional Means/Methods	No Applicable	
Owner/GC Cross Suits Exception for Property Damage	Cross Suits Exclusion Deleted	Enhanced
Removal of Course of Construction Exclusion	Can be removed upon review of BR quote	Standard
Property Damage Amendment		Standard
Extended Completed Operations	Lesser of 10 Yrs or Statue of Repose for Completed Ops. General Aggregate will re-apply once after 21 Months.	Enhanced

General Liability *(continued)*

Additional Conditions:

- 25% Minimum Earned Premium
- 100% Fully Earned Premium after 12 Months
- 10 Years Extended Completed Operations
- General Aggregate will reinstate halfway through the policy at 21 Months

Policy Forms, Endorsements, and Exclusions:

Form Title	Form Number	Form Edition Date
Commercial General Liability Coverage Form	CG 00 01	04-13
State Mandatory Endorsements		
Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related	CG 21 06	05 14
Exclusion – Unmanned Aircraft	CG 21 09	06 15
Employment-Related Practices Exclusion	CG 21 47	12 07
Total Pollution Exclusion Endorsement with hostile fire and HVAC exceptions	CG 21 65	09 99
Exclusion - Exterior Insulation And Finish Systems	CG 21 86	12 04
Silica Or Silica-Related Dust Exclusion	CG 21 96	03 05
Amendment Of Insured Contract Definition	CG 24 26	04 13
Absolute Asbestos Exclusion	ECG 21 510	12 99
Absolute Lead Exclusion	ECG 21 512	12 99
Organic Pathogen, Mold Or Fungus Exclusion	ECG 21 536	07 01
Communicable Disease Exclusion	CG 21 32	05 09
Pollution Changes	EIL 01 510	07 08
Common Policy Conditions	IL 00 17	11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21	09 08
Radioactive Matter Exclusion	ECG 22 550	03 17
Limitation - No Stacking Of Occurrence Limits Of Insurance	ECG 25 511	12 05
Deductible Liability Insurance	CG 03 00	01 96
Primary And Noncontributory – Other Insurance Condition	CG 20 01	04 13
Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization	CG 20 10	04 13
Additional Insured – Owners, Lessees Or Contractors – Completed Operations	CG 20 37	04 13
As required by written contract		
Exclusion – Contractors – Professional Liability	CG 22 79	04 13
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG 24 04	05 09
Additional Insured – Mortgagee, Assignee Or Receiver	CG 20 18	04 13
Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease	CG 20 34	04 13
Limitation Of Coverage To Designated Premises Or Projects	CG 21 44	07 98
Extended Products-Completed Operations Period - 120 months	ECG 04 760	04 15
Amendment - Definition of Bodily Injury	ECG 04 551	04 02
Amendment - Duties In The Event of Occurrence, Offense, Claim of Suit (Notice of Knowledge of Occurrence)	ECG 24 519	04 02
Amendment - Representations (Unintentional Errors And Omissions)	ECG 24 589	12 13
Exclusion - Damage to the Project During the Course of Construction	ECG 03 619	01 19
Amendment To Damage To Your Product Exclusion	ECG 03 614	01 19
Amendment To Damage To Your Work Exclusion	ECG 03 618	01 19
Amendment To Exclusion J - Property Damage - J1, J2, J5 Deleted	ECG 03 615	01 19
Amendment - Definition of Employee	ECG 03 612	01 19
Sole Representative of Insured	ECG 03 625	01 19
Mutual Defense Form	ECG 03 623	01 19

General Liability *(continued)*

Policy Forms, Endorsements, and Exclusions *(cont.)*:

Policy Period Limits of Insurance (Reinstatement of Aggregate - One (1) time reinstatement of General Aggregate at 21 months)	ECG 03 624	01 19
Amendment of Premium Audit Condition - 25% MEP at inception, 100% M&D Fully Earned at 12 months	ECG 03 613	01 19
Limited Repair Coverage Extension - 120 months	ECG 03 622	01 19
Named Insured Coverage Extension	ECG 03 363	06 19

Premium:

\$ 125,000.00	Policy Premium
500.00	TRIA Premium
3,137.50	Surplus Lines Taxes & Fees
500.00	Regulatory Fee
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\$129,137.50	Total Premium

This insurance has been placed with an insurer that is not licensed by the State of Michigan and does not participate in the State of Michigan Guarantee Fund.

Macomb County Public Works

Excess Liability

9/1/2020 to 3/1/2022

Carrier: Everest Indemnity Insurance Company (Best Rating A+ XV)

Projects Covered: Romeo Arm Segment 5 Rahab Only

Form: Excess - Occurrence

Limits:

\$5,000,000	<i>Each Occurrence</i>
\$5,000,000	<i>General Aggregate</i>
\$5,000,000	<i>Products & Completed Operations Aggregate</i>

Adjustment Period: Annually

Underlying Coverages & Limits:

General Liability

\$2,000,000		Each Occurrence
\$4,000,000		Aggregate
\$4,000,000	<i>aggregate</i>	Products – Completed Operations
\$2,000,000	<i>aggregate</i>	Personal – Advertising Injury

Policy Forms, Endorsements and Exclusions:

Form Number	Form Title
EIL 00 502 03 07	COMPANY SIGNATURE PAGE (EVEREST INDEMNITY INSURANCE COMPANY)
EUM 00 522 02 07	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CU 02 21 09 00	MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL
CU 24 03 09 00	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
EIL 01 510 07 08	POLLUTION CHANGES
EN IL TR 20 01 15	NOTICE - OFFER OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM
EUM 01 555 02 07	MICHIGAN CHANGES
MANUSCRIPT	COMPLETED OPERATIONS EXTENSION
EUM 22 809 10 16	DESIGNATED PREMISES OR PROJECT LIMITATION
EUM 21 764 06 06	EXCLUSION – E.R.I.S.A.
EUM 21 767 06 06	EXCLUSION – WAR
EUM 21 874 04 09	EXCLUSION – COVERAGE PROVIDED BY UNDERLYING INSURANCE AT SUB-LIMITS
EUM 24 531 04 09	AMENDMENT OF PREMIUM AUDIT CONDITION – TOTAL COSTS
EUM 24 553 04 09	DEFENSE AMENDATORY ENDORSEMENT – LIMITED DUTY TO DEFEND OTHER INSURANCE – PRIMARY AND NONCONTRIBUTORY FOR ADDITIONAL INSURED
EUM 24 562 01 10	INSURED
IL 00 17 11 98	COMMON POLICY CONDITIONS.
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Subjectivities:

- Signed Letter confirming GC will comply with all geotechnical recommendations
- Confirmation of Project Architect
- Final Construction Budget
- Quality Control Program
- Site Safety & Security Program
- Confirmation of no blasting or wrecking ball work

Premium:

\$ 80,000.00	Policy Premium
1,600.00	TRIA Premium
2,040.00	Surplus Lines Taxes & Fees
1,025.00	Regulatory Fee
<hr/>	
\$84,665.00	Total Premium

This insurance has been placed with an insurer that is not licensed by the State of Michigan and does not participate in the State of Michigan Guarantee Fund.

Macomb County Public Works

Excess Liability

9/1/2020 to 3/1/2022

Carrier: Capitol Specialty Insurance Corporation – (Best Rating A X)

Projects Covered: Romeo Arm Segment 5 Rahab Only

Form: Excess - Occurrence

Limits:

\$10,000,000 *Each Occurrence*
\$10,000,000 *General Aggregate*
\$10,000,000 *Products & Completed Operations Aggregate*

Underlying Coverages & Limits:

Excess Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate
\$5,000,000 Products Completed Operations Aggregate

General Liability

\$2,000,000 Each Occurrence
\$4,000,000 Aggregate
\$4,000,000 *aggregate* Products – Completed Operations
\$1,000,000 *aggregate* Personal – Advertising Injury

Policy Forms, Endorsements and Exclusions:

Form Edition	Form Description
XS 450 11 17	Schedule of Underlying Insurance
XS 507 09 17	Non-Concurrence of Policy Periods – Underlying Ins.
XS 518 09 17	Completed Operations Hazard – Extension of Coverage – Specific Project
XS 528 09 17	Defense Outside the Limits
E09000S 02 17	Service of Suit
XS 025 09 17	Premium and Rate – Minimum Earned Premium 25%

Excess Liability \$10MM x \$5MM (continued)

Special Conditions:

- All Underlying Carriers must be rated A- VI or better
- If TRIA is bound, TRIA must be bound on all underlying layers
- 25% Minimum Earned Premium

Subjectivities:

- Currently Valued GL Loss Runs
- Copy of all underlying policies
- A Signed TRIA Election Form
- Signed and Completed Acord Application
- Confirmation of OCIP Administrator

Premium :

\$ 104,000.00	Policy Premium
1,500.00	TRIA Premium
2,637.50	Surplus Lines Taxes & Fees
900.00	Regulatory Fee
<hr/>	
\$109,037.50	Total Premium

This insurance has been placed with an insurer that is not licensed by the State of Michigan and does not participate in the State of Michigan Guarantee Fund.

Macomb County Public Works

Excess Liability

9/1/2020 to 3/1/2022

Carrier: Starr Surplus Lines Insurance Company - (Best Rating A XV)

Projects Covered: Romeo Arm Segment 5 Rahab Only

Form: Excess - Occurrence

Limits:

\$10,000,000 *Each Occurrence*
\$10,000,000 *General Aggregate*
\$10,000,000 *Products & Completed Operations Aggregate*

Underlying Coverages & Limits:

Excess Liability

\$10,000,000 Each Occurrence
\$10,000,000 Aggregate
\$10,000,000 Products Completed Operations Aggregate

Excess Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate
\$5,000,000 Products Completed Operations Aggregate

General Liability

\$2,000,000 Each Occurrence
\$4,000,000 Aggregate
\$4,000,000 *aggregate* Products – Completed Operations
\$2,000,000 *aggregate* Personal – Advertising Injury

Special Conditions:

- All Underlying Carriers must be rated A- VI or better
- If TRIA is bound, TRIA must be bound on all underlying layers
- 25% Minimum Earned Premium

Excess Liability \$10MM x \$15MM (continued)

Policy Forms, Endorsements and Exclusions:

Title:	Form Number:
Claim Reporting Guidelines	CLAIMS RPT
Excess Liability Declarations	SL 101 D (10/08)
Disclosure Pursuant To Terrorism Risk Insurance Act	SSIL-0002 (0115)
U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders	IL P 001 01 04
Excess Liability Policy Schedule Of Underlying Insurance	SL 102 (10/08)
Excess Liability Policy	SL 100 (10/08)
Michigan Changes - Cancellation and Nonrenewal	SL 301 MI (10/08)
Michigan Changes - Notification of Accidents or Occurrences	SL 309 MI (10/08)
Anti-Stacking Endorsement	SL 107 (04/11)
Residential Construction Exclusion	SL 109 (04/11)
Continuing Or Progressively Deteriorating Damages Endorsement	SL 134 (10/08)
Limitation Of Coverage To Designated Premises Or Project	SL 175 (10/08)
Pollution Exclusion (Total Exclusion)	SL 198 (10/08)
Professional Liability Exclusion	SL 205 (10/08)
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	SL 233 (10/08)
Auto Coverage - Exclusion Of Terrorism	SL 341 (10/08)
Cap On Losses From Certified Acts Of Terrorism	SL 342 (01/15)
Certified Acts Of Terrorism Coverage Excess Of Retained Amount With Cap On Losses	SL 343 (01/15)
Other Insurance-Primary and Noncontributory for Additional Insured Amendatory Endorsement	SL 373 (0219)
Issuance of Excess Liability Policy Prior To Receipt of First Underlying Insurance Policy(ies) Amendatory Endorsement	SL 374 (0219)
Extended Completed Operations Amendatory Endorsement	SL 404 (0219)
Service of Suit Endorsement	SL 704 (08/10)
Reinstatement of Limits Amendatory Endorsement	MANUSCRIPT (06/10)

Subjectivities:

- Confirmation of separate pollution and professional coverage is in place for this project

Premium :

\$ 68,000.00	Policy Premium
1,360.00	TRIA Premium
1,734.00	Surplus Lines Taxes & Fees
500.00	Regulatory Fee
\$71,594.00	Total Premium

This insurance has been placed with an insurer that is not licensed by the State of Michigan and does not participate in the State of Michigan Guarantee Fund.

Macomb County Public Works

Excess Liability 9/1/2020 to 3/1/2022

Carrier: Navigator Specialty Insurance Company - (Best Rating A+ XI)

Projects Covered: Romeo Arm Segment 5 Rahab Only

Form: Excess - Occurrence

Limits:

\$25,000,000 *Each Occurrence*
\$25,000,000 *General Aggregate*
\$25,000,000 *Products & Completed Operations Aggregate*

Underlying Coverages & Limits:

Excess Liability

\$10,000,000 Each Occurrence
\$10,000,000 Aggregate
\$10,000,000 Products Completed Operations Aggregate

Excess Liability

\$10,000,000 Each Occurrence
\$10,000,000 Aggregate
\$10,000,000 Products Completed Operations Aggregate

Excess Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate
\$5,000,000 Products Completed Operations Aggregate

General Liability

\$2,000,000 Each Occurrence
\$4,000,000 Aggregate
\$4,000,000 *aggregate* Products – Completed Operations
\$2,000,000 *aggregate* Personal – Advertising Injury

Excess Liability \$25MM x \$25MM (continued)

Special Conditions:

- All Underlying Carriers must be rated A- VI or better
- If TRIA is bound, TRIA must be bound on all underlying layers
- 25% Minimum Earned Premium

Policy Forms, Endorsements and Exclusions:

Policyholder Disclosure Notice of Terrorism Insurance Coverage	NAV-ML-TERRD
Commercial Excess Liability Coverage Part	NAV-EXC-001
CLAIM REPORTING PROCEDURES	NAV-PHN-200
OFAC Endorsement	NAV-ML-002
Exclusion - Cyber Injury	NAV-EXC-5041
Exclusion - Communicable Disease	NAV-EXC-5050
Residential Work Exclusion	NAV-EXC-306
Exclusion - Exterior Insulation and Finish System	NAV-EXC-311
Exclusion - Rejected Coverage	NAV-EXC-321
Service of Suit Endorsement	NAV-ECD-300
Nuclear Energy Liability Exclusion	NAV-EXC-302
Construction Project Endorsement with Completed Operations and Repair Work Extension	NAV-EXC-504
Cap on Losses from Certified Acts of Terrorism	NAV-ECD-400
Michigan Notice to Exempt Commercial Policyholders Deregulation - Forms & Rates	MI-Notice
Amendment of Conditions Other Insurance Primary and Non-Contributing	NAV-EXC-348A
Waiver of Subrogation	NAV-ECD-6012

Subjectivities:

- Confirmation of no New York construction
- Signed Terrorism Election Form
- Completed and Signed Application

Premium :

\$ 150,000.00	Policy Premium
3,000.00	TRIA Premium
3,825.00	Surplus Lines Taxes & Fees
500.00	Regulatory Fee
<u>\$157,325.00</u>	Total Premium.

This insurance has been placed with an insurer that is not licensed by the State of Michigan and does not participate in the State of Michigan Guarantee Fund.

Macomb County Public Works

Builder's Risk 9/1/2020 to 3/1/2024

Carrier: Chubb – ACE American Insurance Company – (Best Rating A+ XV)

Projects Covered: All Scheduled Projects

Limits of Insurance:

\$ 57,640,000 (100%) part of \$ 57,640,000 per OCCURRENCE

The Company will pay no more for direct physical LOSS in any one OCCURRENCE than the above Limit of Insurance. In addition, the Company will not pay for more than its proportionate share (100 %) of the following Sub-limits of Insurance and Annual Aggregate Sub-limits of Insurance, which are part of, and not in addition to, the Limit of Insurance above:

Sub-limits of Insurance

A. Physical LOSS to the INSURED PROJECT	\$ 52,400,000		
B. Delay in Opening (per Form Number ACE0729)	\$ 5,240,000	Period of Indemnity 365 Calendar Days	
Loss of RENTAL INCOME:	NCP	Monthly Limit of Indemnity	N/A
Loss of BUSINESS INCOME:	NCP	Monthly Limit of Indemnity	N/A
SOFT COSTS / ADDITIONAL EXPENSES:	\$ 5,240,400	Monthly Limit of Indemnity	N/A
Interest expense on construction loan(s);	Included	Monthly Limit of Indemnity	N/A
Advertising and promotional expense;	Included	Monthly Limit of Indemnity	N/A
Legal and accounting fees;	Included	Monthly Limit of Indemnity	N/A
Commissions incurred upon the renegotiation of leases;	Included	Monthly Limit of Indemnity	N/A
Fees for licenses and permits;	Included	Monthly Limit of Indemnity	N/A
Insurance premiums for Builders Risk, Workers' Compensation and General Liability Insurance;	Included	Monthly Limit of Indemnity	N/A
Real estate taxes and assessments;	Included	Monthly Limit of Indemnity	N/A
Project administration expense;	Included	Monthly Limit of Indemnity	N/A
C. EXISTING PROPERTY	NCP		
D. Damage to EXISTING PROPERTY – Limited	NCP		
E. Property in Transit per Conveyance	\$ 1,000,000		
F. Temporary Off-site Storage and Off-site Staging Areas, any one location	\$ 1,000,000		

Builder's Risk (continued)

G. Expediting and Extra Expenses	20% of the insured physical LOSS, or \$ <u>10,000,000</u> ; whichever is less
H. Debris Removal	25% of the insured physical LOSS, or \$ <u>25,000,000</u> ; whichever is less
I. Trees, Shrubs and Plants	\$ 250,000
J. Protection Service Charges	\$ 250,000
K. Fire Protective Equipment Recharge	\$ 25,000
L. Valuable Papers and Records	\$ 250,000
M. Claim Preparation Expenses	\$ 100,000
N. Protection of Insured Property Pre-LOSS	\$ 100,000
O. Architects and Engineers Fees	\$ 250,000
P. Office and Construction Trailers/Semi-trailers and their Contents	\$ 25,000
Q. Ordinance or Law	\$ 10,000,000
R. TESTING	Included
S. Business Personal Property	\$ 100,000
T. Contract Penalty	\$ 100,000
U. TOWER CRANE Re-Erection Expense	\$ 250,000
V. NAMED WINDSTORM	Included

Annual Aggregate Sub-limits of Insurance

A. FLOOD	Per OCCURRENCE	\$ 10,000,000
	Annual Aggregate	\$ 10,000,000
B. EARTH MOVEMENT	Per OCCURRENCE	\$ 10,000,000
	Annual Aggregate	\$ 10,000,000
C. Pollution or Contamination Clean-Up	Per OCCURRENCE	\$ 100,000
	Annual Aggregate	\$ 100,000
D. Limited Coverage For FUNGUS, Wet Rot, Dry Rot or Bacteria	Per OCCURRENCE	\$ 50,000
	Annual Aggregate	\$ 50,000

Builder's Risk *(continued)*

Escalation Clause

The Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT stated above is considered an estimate. Should any increase in the Estimated Completed Value of the INSURED PROJECT occur, the Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT will automatically increase to reflect the change concurrently, subject to a maximum increase of 10% of the original Sub-limit of Insurance stated above. The Per OCCURRENCE Limit of Insurance stated above will increase by the same amount.

This clause does not apply to other Sub-limits of Insurance, including Delay in Opening, if endorsed to this Policy, nor does it apply to the Annual Aggregate Sub-limits of Insurance.

IV. Deductibles

\$ 25,000 Direct physical LOSS in any one OCCURRENCE except;

- | | |
|--|---------------------------|
| A. LOSS in any one OCCURRENCE caused by or resulting from FLOOD
Subject to a maximum deductible of: | \$ 100,000 or N/A%
N/A |
| B. LOSS in any one OCCURRENCE caused by or resulting from EARTH MOVEMENT
Subject to a maximum deductible of: | \$ 100,000 or N/A%
N/A |
| C. LOSS in any one OCCURRENCE caused by or resulting from WATER DAMAGE
Subject to a maximum deductible of: | \$ 100,000 or N/A%
N/A |
| D. LOSS in any one OCCURRENCE caused by or resulting from NAMED WINDSTORM
Subject to a maximum deductible of: | \$ 25,000 or N/A%
N/A |
| E. LOSS in any one OCCURRENCE caused by or resulting from TESTING | \$ 25,000 or N/A% |

Where a percentage deductible is shown above, the deductible shall be the greater of the dollar amount shown, or the stated percentage of the total insured values at the INSURED PROJECT site or sites at the time and date of the LOSS, unless a maximum deductible is listed.

- | | |
|---|--------------------------------------|
| Delay in Opening – WAITING PERIOD: | 14 Calendar Days, Each DELAY except; |
| A. Each DELAY Caused by or resulting from FLOOD: | 14 Calendar Days |
| B. Each DELAY Caused by or resulting from EARTH MOVEMENT | 14 Calendar Days |
| C. Each DELAY Caused by or resulting from NAMED WINDSTORM | 14 Calendar Days |

Builder's Risk *(continued)*

Extension of Term:

This Policy may be extended for a period not to exceed (30) (thirty) days from the original expiration date shown above, subject to the same terms and conditions in effect at the time of the extension, and subject to a pro-rata additional premium, exclusive of TESTING.

NOTE: Premium rates applicable to coverage during the period of June 1st through November 30th (NAMED WINDSTORM Season) may differ from rates applicable during the period December 1st through May 31st, and additional premium for extensions will reflect those pricing differences.

The TESTING PERIOD may be extended for a period not to exceed (30) (thirty) days from the number of days for TESTING stated above, subject to the same terms and conditions in effect at the time of the extension, and subject to an additional premium based upon the number of days of the extension period.

The NAMED INSURED must request these extensions in writing and receive acceptance from the Company prior to the original expiration date of this Policy. If the NAMED INSURED does not provide the aforementioned written extension request(s), coverage provided hereunder shall terminate on the original expiration date stated in this Policy.

Policy Forms:

ALL-20887 (10/06)	CHUBB Producer Compensation Practices & Policies
MA-608255p (04/15)	Claims Directory Property and Inland Marine
BB-5W58a (09/11)	Common Policy Declarations
ACE0728 (10/15)	Construction Risk Coverage Form
ACE0727 (10/15)	Construction Risk Declarations
Cover Letter	Cover Letter
ACE0729 (10/15)	Delay In Opening Endorsement
TRIA11c (01/15)	Disclosure Pursuant To Terrorism Risk Insurance Act
ACE0974 (04/20)	Exclusion Of Loss Due To Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
CPfs2 (12/10)	Forms Schedule
CM 01 11 (07/01)	Michigan Changes
IL 02 86 (04/17)	Michigan Changes - Cancellation And Nonrenewal
ALL-30463 (08/10)	Michigan Disclaimer Notice Commercial Lines Deregulation
ACE0210 (01/08)	Nuclear, Biological, Chemical, Radiological Exclusion
CC-1K11i (02/18)	Signatures
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
ACE0974 (04/20)	

Builder's Risk (continued)

Valuation:

- A. Property Under Construction – The cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract. If the insured property is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.
- B. EXISTING PROPERTY - The Company will pay the least of the following for direct physical LOSS to EXISTING PROPERTY:
1. The ACTUAL CASH VALUE of the EXISTING PROPERTY;
 2. The cost of reasonably restoring the EXISTING PROPERTY to its condition immediately prior to the LOSS;
 3. The cost of replacing the EXISTING PROPERTY with substantially identical property unless replacement with substantially identical property is impossible or unnecessary. In such case, FUNCTIONAL REPLACEMENT COST would apply.
- C. Property of Others (Including Items Supplied by the Owner) – If Property of Others is new, the cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment. If Property of Others is not new then, the Owner's cost or ACTUAL CASH VALUE, whichever is less.

If the Property of Others is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.

- D. TEMPORARY STRUCTURES – The cost to repair or replace the insured property lost or damaged with material of like kind, quality and condition but in the event the insured property is not repaired or replaced recovery will not exceed the ACTUAL CASH VALUE.
- E. Valuable Papers and Records - The cost to reproduce the insured property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material.
- F. ELECTRONIC MEDIA or ELECTRONIC DATA - The cost of the blank media, plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.

- G. Trees, Shrubs and Plants - The cost to replace with property of like kind and quality plus the proper proportion of labor expended if such damage occurs after installation.
- H. Office and Construction Trailers/Semi-trailers and their Contents – If not more than 5 years old as of the expiration date of this Policy, based on the manufacturer's model year, and the NAMED INSURED repairs or replaces the insured property, the least of the following shall apply:

1. The cost to replace the lost or damaged insured property, without deduction for depreciation, with new property of comparable quality and utility;

Builder's Risk *(continued)*

Valuation *(cont.)*:

2. The amount the NAMED INSURED actually spends to repair or replace the lost or damaged insured property.

If the insured property is more than 5 years old or the NAMED INSURED does not actually repair or replace the insured property within a reasonable period of time after the date of LOSS, the Company will pay the ACTUAL CASH VALUE

The Company will pay for direct physical LOSS to insured property by determining its REPLACEMENT COST, provided that the NAMED INSURED actually repairs or replaces the lost or damaged insured property, or begins to repair the damaged insured property, within 24 months from the date of direct physical LOSS; otherwise, the Company will pay for direct physical LOSS to insured property by determining its ACTUAL CASH VALUE.

Premium :

\$ 226,214.00	Policy Premium
2,020.00	TRIA Premium
<hr/>	
\$228,234.00	Total Premium

Builder's Risk *(continued)*

Builder's Risk Comparison:

	Chubb	Liberty Mutual	Hartford
Carrier	ACE American	Liberty Mutual	Hartford
AM Best			
Policy term	42 months	42 months	42 months
Hard Costs (CV)	\$52,400,000	\$52,400,000	\$52,400,000
Cancellation (non-pay is 10 days)	90 days	90 days	90 days
Coverages			
Policy Limit -	\$57,640,000	\$57,640,000	\$62,640,000
Soft Costs Limit	\$5,240,000	\$5,240,000	\$10,240,000
Mechanical Breakdown	Incl.	Incl.	Incl.
Debris removal	25% or \$10M w/ is less	\$15M	\$10M
Extra Expense	20% or \$10M w/ less	\$5M	Incl in soft costs
Ordinance or law	\$10M	\$10M	\$2.5M
Flood Limit	\$10M	\$10M	\$10M
Flood zone A	\$10M	\$10M	\$5M
Water Damage (other than flood)	Policy limit	Policy limit	\$25M
Earth Movement	\$10M	\$10M	\$10M
Named Windstorm	Policy Limit	Policy Limit	Policy Limit
Hot Testing	Incl.	Incl.	Incl.
Transit	\$1M	\$5M	\$2.5M
Off-site	\$1M	\$5M	\$2.5M
LEG2 Limit	Policy Limit	Policy Limit	Policy Limit
LEG3 Limit	Policy Limit	Policy Limit	\$1M

Builder's Risk *(continued)*

Builder's Risk Comparison *(cont.)*:

	Chubb	Liberty Mutual	Hartford
Deductibles & Waiting Periods			
Policy Deductible	\$25K	\$50k	\$25k
Earth Movement Deductible	\$100k	\$50k	\$25k
Flood Deductible	\$100k	25% w/ min \$250k	\$100k
Flood Ded Zone A	\$100k	25% w/ min \$250k	\$500k
Named Windstorm Deductible	\$25k	\$50k	\$25k
Water Damage Deductible	\$100k	\$250k	\$100k
LEG3 Deductible	\$100k	\$250k	\$100k
Hot Testing Deductible	\$25k	\$100k	\$25k
Waiting period	14 days	30 days	5 days
Premium Comparison:			
42 Month Premium w/TRIA	\$228,234	\$298,230	\$204,329
Min Premium	\$25k	\$25%	\$10,000
TRIA	\$2,020 (incl above)	\$4,386 (incl above)	\$5,951 (incl above)
LEG-3	\$50,494 (incl above)	\$21,202 (incl above)	Included above
Ave. Annual Rate / Based on <u>Hard Costs</u>	.12444	.16132	.11075

Macomb County Public Works

Contractor's Pollution Liability

9/1/2020 to 3/1/2024

Carrier: AIG Specialty Insurance Company – (Best Rating A XV)

Projects Covered: All Scheduled Projects

Form: Occurrence Claims Made

Limits:

Option:

\$10,000,000 Coverage A – Each Loss Limit
\$10,000,000 Policy Aggregate Limit

Deductible: \$25,000

Exposure Basis: \$52,400,000 *Revenue*

Terms & Conditions:

- Minimum Earned Premium: 25%

Subjectivities:

- Signed AIG COPS, CPO, CPL Application including applicable attachments
- Named Insured's Financial Statements
- Written request to bind
- Completed Surplus Lines Form
- Confirmation of Acceptance or Rejection of TRIA
- Copy of Contract
- Details of Proposed Water Management Protocols
- Locations and Contract Numbers for CPO Project Protect Owner Controlled Endorsement

Premium:

\$55,359.00	Policy Premium
499.00	Terrorism Premium
1,396.45	Surplus Lines Taxes & Fees
<u>\$57,254.45</u>	Total Premium

Contractor's Pollution Liability *(continued)*

Gaining the Ultimate Value-Added Advantage through AIG Environmental

It is our goal to enhance the coverage of every environmental insurance policy by providing insureds exclusive access to market-leading tools and programs to help manage risk, mitigate environmental losses, conduct loss control, and optimize emergency response:

PIER (Pollution Incident and Environmental Response)[®]

Policyholders have access to a nationwide network of pre-screened emergency response contractors, environmental specialists, or crisis management firms who respond in a timely manner to environmental incidents at pre-negotiated rates, thus helping insureds to minimize or mitigate losses associated with such incidents. Environmental insurance policyholders are automatically enrolled in this program.

- We have the right resources to help you respond to an environmental incident-call 1-877-PIER NOW (743-7669) and speak with a representative or access our PIER mobile website at www.aig.com/pier from your mobile device.

Claims Expertise

Our environmental claims operation, with 60+ claims specialists, is the largest in the industry. The depth and breadth of our operation means we can devote expertise to environmental claims of all types.

- Report your claim by sending a fax to 866-260-0104, emailing SeverityFNOL@aig.com, or log onto our PIER mobile website at www.aig.com/pier, open the Claims accordion, click on Claims Form and follow the instructions.

RiskTool Advantage[®]

RiskTool Advantage[®] provides a unique web-based system that provides clients with access to training, best practices and more, to help improve risk management. The complimentary, web-based system provides:

- the ability to implement a company-wide training program for environmental, health and safety best practices
- create customized training videos using a smartphone or iPad and upload them into RiskTool Advantage[®] for use
- choose from a video library of over 100 titles, many available in languages other than English
- use mobile app to log into account remotely for access to training courses and videos

Register for RiskTool Advantage[®] by contacting a risk consulting representative.

Transportation Loss Control

We provide a number of transportation-related loss control programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include driver monitoring and mock Department of Transportation audits.

- To learn more, contact environmental@aig.com

AIG Environmental is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance with a pollution-release event.

Macomb County Public Works

Owners Protective Professional Indemnity

9/1/2020 to 3/1/2024

Carrier: Berkley Assurance Company – (Best Rating A XV)

Projects Covered: All Scheduled Projects

Form: Occurrence Claims Made

Limits:

Protective Professional Indemnity	
\$10,000,000	<i>each claim</i>
\$10,000,000	<i>aggregate</i>
Protective Contractor's Pollution	
\$10,000,000	<i>each claim</i>
\$10,000,000	<i>aggregate</i>
Third Party Claim Defense & Indemnity	
\$10,000,000	<i>each claim</i>
\$10,000,000	<i>aggregate</i>
\$10,000,000	<i>Combined Policy Aggregate Limit of Liability</i>
Defense Costs Outside the Limit	
\$2,000,000	<i>each claim</i>
\$2,000,000	<i>aggregate</i>

:

Self-Insured Retention:

Protective Professional Indemnity
 N/A *each claim*

Protective Contractor's Pollution
 N/A *each claim*

Third Party Claim Defense & Indemnity
 \$100,000 *each claim*

Additional Coverages:

Coverage	Limit of Liability (<i>each claim</i>)	Limit of Liability (<i>aggregate</i>)
Litigation Attendance Reimbursement	\$500	\$5,000
Subpoena Defense Expense	\$10,000	\$10,000
ADA and FHA Defense Expense	\$10,000	\$10,000
Corporate Reputation Rehabilitation	\$10,000	\$10,000
Litigation Expense Reimbursement	\$10,000	\$10,000
Building Information Modeling – Extra Expense	\$10,000	\$10,000

Owners Protective Professional Indemnity *(continued)*

Minimal Coverage Requirement:

Entity Name of Description	Professional Liability Limit
FK Engineering Associates	\$5,000,000
Tetra Tech Architects & Engineers	\$1,000,000
All other directly contracted Responsible Professional Entities	\$1,000,000

Retroactive Date: January 1, 2015

Terms & Conditions:

- Annual Policy Period
- Program Type: Project
- 90 Day Notice of Cancellation, except 15 days for Non-Payment of Premium
- 120 Month Extended Reporting Period

Policy Forms, Endorsements and Exclusions:

Endorsements

#	Form ID Number	Form Name
1	BCP-10003 (12-15)	Service of Suit
2	BCP-10005 (07-20)	In Witness-BAC
3	BCP-10007 (12-15)	Fraud Notice
4	BCP-10008 (01-16)	Policyholder Disclosure Notice of Terrorism Insurance Coverage
5	OPUS-10004 (02-16)	Nuclear Energy Liability Exclusion Endorsement
6	OPUS-10005 (01-16)	Terrorism Exclusion Endorsement
7	OPUS-10006 (01-16)	Cap on Losses from Certified Acts of Terrorism Endorsement
8	OPUS-10029 (05-16)	Defense Costs Outside the Limits Endorsement
9	OPUS-10038 (03-16)	Amendment of Section XII. Conditions - Unintentional Failure to Disclose Hazards, Claims Made or Occurrences Existing Endorsement
10	OPUS-10107 (11-17)	Affirmation of Difference in Conditions Applicability Endorsement
11	OPUS-10118 (02-19)	Responsible Entity Waiver of Subrogation Affirmation Endorsement
12	OPUS-11005 (02-16)	Deletion of Specified Coverages Endorsement
13	OPUS-12004 (03-16)	Specified Projects Endorsement
14	OPUS-13001 (05-16)	Dedicated Policy Period for Each Specified Project Endorsement
15	OPUS-13002 (05-16)	Dedicated Extended Reporting Period for Each Specified Project Endorsement
16	OPUS-80001 (12-15)	Claims and Circumstance Reporting Guidelines

Owners Protective Professional Indemnity (continued)

Subjectivities:

- Completed, signed and dated Berkley Construction Professional Application
- Copy of the executed agreement between you and the prime contractors performing construction services
- Certificates of Insurance from the entities described in the MIR section of this document evidencing professional and pollution liability insurance.
- Final proposed budget for the Specified Project.
- Final construction schedule for the Specified Project.

Premium:

\$128,750.0	Policy Premium
0	
3,218.75	Surplus Lines Taxes & Fees
<u>\$131,968.7</u>	<u>Total Premium</u>
5	

Macomb County Public Works Premium Summary

INSURANCE POLICIES	Projects Covered	PROPOSED PREMIUM
General Liability <i>Everest Indemnity Insurance Co.</i>	- Romeo Arm Segment 5 Rehab	\$129,137.50
Excess Liability \$5M X Primary <i>Everest Indemnity Insurance Co.</i>	- Romeo Arm Segment 5 Rehab	84,665.00
Excess Liability \$10M X \$5M <i>Capital Specialty Insurance Co.</i>	- Romeo Arm Segment 5 Rehab	109,037.50
Excess Liability \$10M X \$15M <i>State Specialty Insurance Co.</i>	- Romeo Arm Segment 5 Rehab	71,594.00
Excess Liability \$25M X \$25M	- Romeo Arm Segment 5 Rehab	157,325.00

Navigators Specialty Insurance Co.		
Builder's Risk <i>Chubb - AIG American</i>	- Romeo Arm Segment 5 Rehab - 15 Mile Interceptor Segment 6 Rehab - 8 ½ Mile Relief In-System Storage	228,234.00
Contractor's Pollution Liability <i>AIG Specialty Insurance Company</i>	- Romeo Arm Segment 5 Rehab - 15 Mile Interceptor Segment 6 Rehab - 8 ½ Mile Relief In-System Storage	57,254.45
Owners Protective Professional Indemnity <i>Barclay Assurance Company</i>	- Romeo Arm Segment 5 Rehab - 15 Mile Interceptor Segment 6 Rehab - 8 ½ Mile Relief In-System Storage	131,968.75
TOTAL		\$969,216.20

Option to add \$25M in excess liability limits providing total limits of \$50M (the contract documents state the Owner will provide \$25M limits).

Macomb County Public Works

Premium Payment Plan

9/1/2020 to 3/1/2024

Builder's Risk, General Liability, Excess Liability \$5M x Primary, Excess Liability \$10M x \$5M, Excess Liability \$10M x \$15M, Contractor's Pollution Liability, and Owners Protective Professional Indemnity	<input checked="" type="checkbox"/> Pay in Full <input checked="" type="checkbox"/> Agency Bill
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Proposal Disclosure

This document does not amend, extend, or alter coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page, and any endorsements and discuss

them with your Meadowbrook agent. A specimen policy may also be available for your review from the insurance company. Actual policy conditions may be amended by endorsement or state law."

Meadowbrook, Inc. strives to place your insurance with financially-sound insurance carriers. There are many financial rating companies who assign credit ratings to participating insurance carriers (i.e., A.M. Best Company). These ratings are the financial rating company's independent opinion about the financial stability of the insurance carrier and, as a result, vary among insurance carriers. Not all insurance carriers choose to be rated by these services. Please be aware of this rating, or lack thereof, for the insurance carrier listed on your proposal. Meadowbrook, Inc. is not responsible for, nor guarantees, the financial solvency of any insurance carrier through which it places your insurance.

We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.

Macomb County Public Works

Recommendations

2020 - 2024

Directors and Officers Liability		
Directors and Officers Liability insurance provides financial protection for the directors and officers of your company in the event they are sued in conjunction with the performance of their duties as they relate to the company.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Errors and Omissions Liability		
A professional liability insurance that protects companies and individuals against claims made by clients for inadequate work or negligent actions. Errors and omissions insurance often covers both court costs and any settlements up to the amount specified on the insurance contract.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Fiduciary Liability		
Fiduciary liability policies protect companies, their directors, officers and employees and the plans themselves against lawsuits alleging breach of fiduciary duty and administrative errors and omissions in connection with such plans.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Employee Benefits Liability (EBL)		
EBL coverage protects against lawsuits alleging errors and omissions in connection with the administration (e.g. handling of records) of an employee benefit plan. However, EBL coverage almost always excludes coverage for breaches of ERISA's fiduciary duties.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Recommendations *(continued)*

Employee Practices Liability (EPLI)		
<p>Employment Practices Liability Insurance provides employers with protection against many types of employment-related claims, including: wrongful termination, sexual harassment, discrimination and retaliation.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
3rd Party Crime Coverage		
<p>The policy provides coverage for employees while working on clients premises. A coverage of special importance to Tech companies this policy would reimburse a client under some circumstances in the event it can be proven that your employee fraudulently transferred funds or stole money, securities, or other property from such client.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
ERISA		
<p>ERISA bonds protect employee benefit plans from losses caused by fraud or dishonesty committed by the bonder plan fiduciaries. However, they do not afford coverage to plan fiduciaries for lawsuits brought by third parties such as plan participants or the DOL.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Network Security/ Cyber Liability		
<p>Utilizing <u>on-site servers</u> coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, computer viruses, denial of service attacks, as well as alleged unauthorized transactions.</p> <p>Utilizing <u>“Cloud”</u> coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, as well as alleged unauthorized transactions.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Recommendations *(continued)*

Foreign Liability Coverage		
Coverage is intended to protect you and your employees while traveling outside the United States of America and Canada. It covers General Liability, Automobile Liability and Foreign Voluntary Worker's Compensation. Coverage can also extend to include personal property and blanket accident and health risk.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Kidnap, Ransom or Extortion		
This insurance is used to protect against loss of money, securities, or other property that results from actual, alleged, or threatened kidnapping or extortion.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Ocean Marine Cargo Insurance		
This policy is used to provide coverage for property you ship overseas while within the described territory and for the limits and perils declared on the form.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Pollution Insurance		
This policy covers a business liability arising out of a pollution incident, meaning emission of pollutants into or on land, the atmosphere, or water and causing environmental damage. The broader form of coverage also provides liability for clean-up costs. These policies are generally available on a claims-made basis.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Earthquake and Flood Damage to Property		
The peril of Earthquake and Flood is excluded on the standard property policy, but the coverage can be added back for an additional premium.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Recommendations *(continued)*

Equipment Breakdown Insurance		
<p>This insurance provides coverage for loss arising out of the operation of pressure, mechanical and electrical equipment. It may cover loss to the boiler and machinery itself and may include damage done to other property, as well as, business interruption losses.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Contingent Business Interruption Insurance		
<p>When included, this coverage extends your business income coverage to protect against the breakdown of covered equipment at non-owned scheduled locations that result in a decrease in revenue and extra costs of obtaining services or supplies for your business.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Workers Compensation Repatriation Expenses		
<p>Pays the additional expenses which may be incurred over and above normal transportation costs for returning an injured U.S. employee, including the bodies of such employees fatally injured, from anywhere in the world to the United States; provided that the injured employees return to the U.S. is, in the opinion of medical authorities, necessary.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Social Engineering Fraud		
<p>Social Engineering provides coverage when an employee is intentionally misled into sending or diverting money or securities based on fraudulent information that is provided to them in a written or verbal communication such as an email, fax, letter or phone call.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Client Signature _____

Date _____

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>		
Macomb Interceptor Drain	Chapter 20 Chesterfield - 7.2499% Clinton - 21.2506% Fraser - 4.0512% Harrison - 6.4207% Lenox - 1.0638% Macomb - 13.9606% New Haven - 8.226% Shelby - 9.9057% Sterling Heights - 30.9081% Utica - 1.5918% Washington - 2.7751%		Astorino	\$ 37,469.85	Invoice #127000 - 7.13.20	Engineering Oversight - Phase 2 Grouting	\$ 361,634.90		
			Downing	\$ 1,978.35	Invoice #126996 - 7.13.20	Dropshaft & Connecting Sewer Rehab	\$ 165,517.65		
			Astorino	\$ 13,583.72	Invoice #707997CH019 - 7.10.20	Odor & Corrosion Study - 3.28.20 - 6.26.20	\$ 3,427.41		
			Astorino	\$ 7,267.00	Invoice #393310 - 7.20.20	Wastewater Master Plan through 7.10.20	\$ 487,233.95		
			Astorino	\$ 1,050.00	Invoice #393297 - 7.20.20	GLWA Assistance	\$ 28,564.37		
			Astorino	\$ 9,217.50	Invoice #393304 - 7.20.20	2020 Inspection Program	\$ 176,952.00		
			Astorino	\$ 14,966.71	Invoice #19-134-008 - 7.14.20	Segment 5 Engineering Design	\$ 30,227.84		
			Astorino	\$ 2,909.50	Invoice #44882 - 7.1.20	Segment 6 FKE Contract/OCIP - June 2020			
			Baker	\$ 1,079.61	Invoice #44884 - 7.1.20	Flushable Wipes Litigation			
			Astorino	\$ 3,187.52	Invoice #2525 - 7.13.20	License/Support/Contractor Portal - 7.1.20 -			
			Astorino	\$ 9,562.52	Invoice #2525 - 7.13.20	License/Support/Contractor Portal - 10.1.20 -			
			Downing	\$ 5,313.75	Invoice #623128 - 7.21.20	Meter & Drop Shaft Rehab	\$ 158,444.99		
			Sucharski	\$ 1,196.39	Invoice #9857294414 - 6.23.20	Monthly Cell - 5.24.20 - 6.23.20 (MIDD Eq.			
			Sucharski	\$ 690.25	Invoice #9857294414 - 6.23.20	Monthly Cell - 5.24.20 - 6.23.20			
			Astorino	\$ 1,767.34	Invoice #20-346 - 6.27.20	Monthly Utility Bill - 5.21.20 - 6.22.20			
			Astorino	\$ 556.80	Invoice #WO90020085-2	Summer PM - Blower			
			Astorino	\$ 5,125.97	Invoice #WO9200688 - 6.26.20	Replace Duct Heater			
			Biofilter						

MACOMB INTERCEPTOR DRAIN 7/14/20 - 7/28/20

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
Clintondale P.S.		Astorino	Cintas Fire	\$ 860.35	Invoice #0D26385557 - 7.22.20	Annual Inspections of Fire Extinguishers	
		Astorino	Clinton Township Treasurer	\$ 2,277.42	Invoice #20-331 - 6.30.20	Water and Sewer - 5.27.20 - 6.23.20	
		Astorino	De-Cal	\$ 2,910.36	Invoice #WO90020091-2 - 6.30.20	PM for Summer Startup - HVAC	
		Astorino	DTE Energy	\$ 15,690.51	Invoice #20-343 - 7.1.20	Monthly Electric - 6.2.20 - 7.1.20	
		Astorino	GALCO	\$ 772.50	Invoice #AF95842 - 6.18.20	Replacement Filter - Electrical Panel	
15 Mile Sinkhole		Baker	KHVFP, PLC	\$ 102,606.75	Invoice #44883 - 7.1.20	Water Hammer Lawsuit - Expert Reports	
		Baker	NI Discovery, LLC	\$ 4,595.00	Invoice #N1D4966 - 6.30.20	Water Hammer Lawsuit - Data Hosting Fee	
		Baker	NI Discovery, LLC	\$ 640.00	Invoice #N1D4994 - 6.30.20	Water Hammer Lawsuit	
		Downing	TBM Property Management LLC	\$ 750.00	Invoice #475 - 7.1.20	Pipe and Material Storage - 3rd Quarter	
NGI		Astorino	\$ 1,293.96	Invoice #20-326 - 7.1.20	Monthly Electric - 6.2.20 - 6.30.20		
OMID		Downing	\$ 4,585,548.67	Invoice #SDS0007168 - June 2020	June Sewage Disposal		
Total				\$ 4,834,868.30			

Budget to Actual
MIDDD
As of July 31, 2020 = 8%

DESCRIPTION	2021 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
GLWA-OMID	47,262,993		3,938,583	43,324,410	8.3%
OMID O&M	3,828,987		319,082	3,509,905	8.3%
Settlement	100,000			100,000	0.0%
Reimbursements	225,000		63,565	161,435	28.3%
PY Revenue-Fund Balance	8,388,627			8,388,627	0.0%
Washington Twp Meter Project	47,475			47,475	0.0%
Reimb-Local Communities	13,548,089		1,129,007	12,419,082	8.3%
Interest	250,000		1,804	248,196	0.7%
<i>Total Revenue Accounts</i>	73,651,171	-	5,452,041	68,199,130	7.4%
EXPENSE ACCOUNTS					
GLWA-OMID	47,262,993		3,938,583	43,324,410	8.3%
OMID O&M	3,828,987		319,082	3,509,905	8.3%
Public Works Wastewater Disposal Division	1,942,127			1,942,127	0.0%
Office Operations/Insurance	309,925		4,509	305,416	1.5%
SCADA	268,889		1,025	267,864	0.4%
Engineering					
Meter Dye Testing 2 year contract new this year	100,000			100,000	0.0%
Data Review-Aquasight	250,000			250,000	0.0%
Replenish reserve from CPS refunding	618,680			618,680	0.0%
Design Odor and Corrosion	750,000			750,000	0.0%
Construction Project for Odor and Control	1,000,000			1,000,000	0.0%
SY-S-1,SY-S-2, WA-S-1 Construction Admin	250,000			250,000	0.0%
Segment 6 Construction Administration	875,000				
FKE Rehab analysis phase 2	84,000			84,000	0.0%
Seg 5 Construction	1,150,000			1,150,000	0.0%
Phase II Grouting	1,425,000		498,563	926,437	35.0%
GLWA Assistance	40,000			40,000	0.0%
As Needed FTCH	75,000			75,000	0.0%
As Needed FK Engineering	75,000			75,000	0.0%
As Needed Wade Trim	75,000			75,000	0.0%
As Needed Metco	125,000			125,000	0.0%
As Needed Applied Science	25,000			25,000	0.0%
As Needed Odor and Corrosion	75,000			75,000	0.0%
Seg 5 Engineering Design	374,557			374,557	0.0%
Contribution to Segment 5/Grouting	1,450,000			1,450,000	0.0%
15 Mile Inter Design East of Garfield (Segment 6)/Const Admin	625,000			625,000	0.0%
SY-S-1 & SY-S-2 Meter Design/Rehab	1,134,070			1,134,070	0.0%
Phase II Grouting	2,400,000			2,400,000	0.0%
Level Sensors/Pressure/H2S-Meters	250,000			250,000	0.0%
Wastewater Master Plan/Contract Capacity	400,000			400,000	0.0%
Washington Township meter	500,000			500,000	0.0%
Legal Services	250,000			250,000	0.0%
Clintondale PS O&M	639,500		1,324	638,176	0.2%
NGI O&M	230,000			230,000	0.0%
Meters O&M	253,470		337	253,133	0.1%
CS-3 O&M	226,000			226,000	0.0%
Bioreactor O&M	22,500		557	21,943	2.5%
Contribution Life Cycle Reserve	171,700			171,700	0.0%
Interceptor O&M	1,900,000			1,900,000	0.0%
Stormwater Pump Stations	234,250		19,521	214,729	8.3%
Sewage Disposal Charges - Mt. Clemens	200,000			200,000	0.0%
Debt Service - Revenue Bonds	1,784,523		148,710	1,635,813	8.3%
<i>Total Expense Accounts</i>	73,651,171	-	4,932,211	67,843,960	6.7%

	O&M Balance 6/30/2020	O&M	Total 7/31/2020
Cash - Operating	24,226,346	519,830	24,746,176
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		5,452,041	5,452,041
Expenditures		4,932,211	4,932,211
			0
Equity*	24,226,346		24,746,176

Detail of 2020 Equity*

Projected reserve at 6/30/2020	6,818,887
Projected Engineering Reserve	12,920,000
Projected Sinkhole Surplus	3,656,059
Life Cycle Reserve	831,400